

**SERIAL 16050 RFP SPECIAL EDUCATION SERVICES FOR MCSO DETENTION**

**DATE OF LAST REVISION: February 04, 2016 CONTRACT END DATE: January 31, 2017**

**CONTRACT PERIOD THROUGH JANUARY 31, 2017**

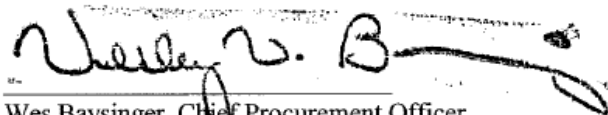
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **SPECIAL EDUCATION SERVICES FOR MCSO DETENTION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 04, 2016**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

JG/mm  
Attach

Copy to: Office of Procurement Services  
Amie Bristol, MCSO  
Sue Malinowsky, MCSO  
Amy Rex, MCSO



## CONTRACT PURSUANT TO RFP

**SERIAL 16050-RFP**

This Contract is entered into this 7th day of January, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and STEP's Serving The Exceptional Populations, an Arizona corporation ("Contractor") for the purchase of special education services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 4<sup>th</sup> day of February, 2016 and ending the 31<sup>st</sup> day of January, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Contract Item number(s)

- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract\_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

**3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

- 3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

**4.0 AVAILABILITY OF FUNDS:**

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**5.0 DUTIES:**

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**6.0 TERMS and CONDITIONS:**

**6.1 INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

**6.2 INSURANCE:**

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's

owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

**6.2.10 Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

**6.2.11 Professional Liability.**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

**6.2.12 Sexual molestation and physical abuse**

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for "**sexual molestation and physical abuse**". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

**6.2.12.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

6.2.12.1.1 The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

6.2.12.1.2 The policy shall be endorsed to include the following additional insured language: "(\_\_\_\_), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**6.2.12.2 Minimum Limits:**

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Sexual Abuse/Molestation	\$1,000,000

6.2.13 Certificates of Insurance.

- 6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- 6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.
- 6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.3 FORCE MAJEURE

- 6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES:

- 6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

**6.5 INSPECTION OF SERVICES:**

- 6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
  - 6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - 6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
  - 6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
  - 6.5.4.2 Terminate the Contract for default.

**6.6 REQUIREMENTS CONTRACT:**

- 6.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**6.7 Suspension of Work**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so



suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**6.8 Stop Work Order**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.8.1 Cancel the stop-work order; or

6.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

**6.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**6.10 TERMINATION FOR DEFAULT:**

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.10.2 Make progress, so as to endanger performance of this contract; or

6.10.3 Perform any of the other provisions of this contract.

6.10.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

**6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**6.12 CONTRACTOR LICENSE REQUIREMENT:**

6.12.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.12.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**6.13 SUBCONTRACTING:**

6.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**6.14 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**6.15 ADDITIONS/DELETIONS OF SERVICE:**

6.15.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**6.16 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

**6.17 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**6.18 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

**6.19 NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**6.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

6.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.20.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**6.22 INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**6.23 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.**

6.23.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.23.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such

employee notification must be kept on file by Contractor and copies provided to County upon request.

- 6.23.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.24.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

- 6.24.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

- 6.24.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.25 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.26 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.27 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**6.28 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**6.29 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**6.30 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

**6.31 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**6.32 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

**6.33 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

6.33.1 Exhibit A, Pricing;

6.33.2 Exhibit B, Scope of Work;

**NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

STEPs – Serving The Exceptional Population  
Judy Newton-Belkis  
131 East Secretariat Drive  
Tempe, AZ 85284

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

Judy C. Newton-Belkis  
AUTHORIZED SIGNATURE

Judy C. Newton-Belkis, director  
PRINTED NAME AND TITLE

131 E. Secretariat Drive, Tempe, AZ 85284  
ADDRESS

1/15/2016  
DATE

**MARICOPA COUNTY**

[Signature]  
CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

2/5/16  
DATE

**APPROVED AS TO FORM:**

[Signature]  
LEGAL COUNSEL

February 4, 2016  
DATE

## **EXHIBIT A** **PRICING**

SERIAL 16050-RFP

NIGP CODE: 92474

RESPONDENT'S NAME:

STEPs~Serving The Exceptional Populations

COUNTY VENDOR NUMBER :

2011006158

ADDRESS:

131 E Secretariat Drive

Tempe, AZ 85284

P.O. ADDRESS:

N/A

TELEPHONE NUMBER:

602-628-2827

FACSIMILE NUMBER:

N/A

WEB SITE:

[www.stepsess.com](http://www.stepsess.com)

CONTACT (REPRESENTATIVE):

Judy C. Newton-Belkis

REPRESENTATIVE'S E-MAIL ADDRESS:

[steps1@cox.net](mailto:steps1@cox.net)

**YES   NO**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

☒   ☐

Payment Terms

☒ NET 30 DAYS

### **1.0 PRICING:**

Submit a weekly price for the Special Education services expected to be provided on a continual basis. Identify where additional charges will be incurred for increased caseloads and special testing/evaluations which are required but only occasionally.

Weekly Price: \$4,500.00

Additional Charges (Hourly Rates):

Speech Language Pathology	<u>\$100.00</u>
Hearing Impaired Teacher	<u>\$100.00</u>
Hearing Interpreter	<u>\$100.00</u>
Occupational Therapy or Occupational Therapy Assistant	<u>\$100.00</u>
Physical Therapy or Physical Therapy Assistant	<u>\$100.00</u>
Behavior Analyst	<u>\$100.00</u>
School Psychologist	<u>\$150.00</u>

Evaluation Services: (per evaluation)

Psychoeducational evaluation/MET	<u>\$650</u>
Speech/Language evaluation/report	<u>\$450</u>
Occupational evaluation/report	<u>\$350</u>
Physical Therapy evaluation/report	<u>\$400</u>
Behavior Analyst evaluation/report	<u>\$450</u>
Hearing Impaired evaluation/report	<u>\$500</u>



**Contract Renewals:**

In the event MCSO exercises its option to renew the contract for additional periods as allowed, the offeror must provide a not-to-exceed percentage for each renewal period as listed below. Hourly rate increases shall not exceed the percentages indicated for each additional year. Indicate the not-to-exceed percentages for each renewal period, if any:

Maximum percentage increase for year Two	<u>2%</u>
Maximum percentage increase for year Three	<u>2%</u>
Maximum percentage increase for year Four	<u>2%</u>
Maximum percentage increase for year Five	<u>2%</u>

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **County Requirements:**

#### **1.0 INTENT:**

Under State and Federal regulations, the Maricopa County Sheriff's Office is mandated to offer Special Education Services to inmates residing in the jail facilities. The purpose of this solicitation is to enter into a contract with an agency for provision of all Special Education Services.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 3.6, of the Draft Contract)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

#### **2.0 SCOPE OF WORK:**

##### **2.1 SPECIAL EDUCATION:**

2.1.1 Work with current juvenile and adult students incarcerated in MCSO jails to ensure they are receiving mandated Special Education services; review and update, as needed, current files to ensure they meet all requirements of compliance with Federal, State of Arizona and district laws, regulations and guidelines.

2.1.2 Provide Special Education services to incarcerated students and maintain their files to ensure they meet all requirements of compliance with Federal, State of Arizona and district laws, regulations and guidelines, as needed.

2.1.3 Provide all staff needed to provide the full range of Special Education Services. These staff must be cleared in advance to enter MCSO jails. While primary work location will be the Lower Buckeye Jail, there will be need to visit Special Education adults (ages 18-21) in other MCSO jail facilities.

2.1.3.1 Certified Special Education Teacher for Specialized Instruction and Indirect Instruction, as needed, according to the Individual Education Plans. This position will provide both current and compensatory services. See Exhibit 9 Example Job Description for minimum qualifications.

2.1.3.2 Compliance Coordinator or SPED Director provided on site, to oversee and maintain paperwork for compliance.

2.1.3.3 Contractor shall have on staff the following personnel; Certified School Psychologist, Speech/Language Pathologist, Physical Therapist, Occupational Therapist, Hearing Impaired Teacher, Hearing Interpreter (and others) as needed, to provide services and to conduct formal testing required for eligibility, placement and services. See Attachment E Compliance Questionnaires to indicate compliance.

2.1.3.4 Provide information on other staff positions you may provide (Supplemental Service Providers, etc.).

2.1.4 Provide compensatory SPED services when or as needed.

2.1.5 All personnel must meet the following professional duties:

- 2.1.5.1 Ensure that all district, state, and federal procedures are consistently followed in the evaluation of bilingual and monolingual students for special education purposes including proper parent/legal guardian and staff notification prior to the evaluation process.
- 2.1.5.2 Provide meaningful and appropriate evaluations incorporating formal and informal assessments using the established criteria for determination of eligibility for such services as outline by the A.R.S 15-761 and AZ State Board Rules (R7-2-401(E) (1-7)).
- 2.1.5.3 Complete all paperwork including, but not limited to, evaluations, change of placements, revocations, terminations, Prior Written Notices and IEPs or standard-based goals within established due dates.
- 2.1.5.4 Schedule, attend, and participate in IEP meetings for student being serviced. Coordinate date and time of meetings with MCSO Education Administration to ensure attendance of MCSO District Representative at meetings.
- 2.1.5.5 Schedule, attend, and participate in multi-disciplinary conferences related to the evaluation report and ensure that special program requirements and categories are understood by those involved in the student's placement. Coordinate date and time of meetings with MCSO Education Administration to ensure attendance of MCSO District Representative at meetings.
- 2.1.5.6 Work proactively and cooperatively with school based staff in the formulation of appropriate recommendations and proposals for student intervention prior to the formal meeting with the parent/legal guardian.
- 2.1.5.7 Ensure that all district, state and federal placement requirements have been met prior to student placement and provide a written record.
- 2.1.5.8 Maintain effective working relationships with and support to other special education personnel as well as regular education personnel, administration, MCSO and County staff, contractors and volunteers, and students and parents/legal guardian.
- 2.1.6 Provide Special Education In-Service Trainings as required by the Arizona Department of Education (ADE).
- 2.1.7 Provide compliant Special Education Policies and Procedures for the Sheriff's Office.
- 2.1.8 Conduct informal assessments and data collection to eliminate the need and expense of formal assessment, when possible. (If data is needed, please see the requirement above to provide the experts to complete this testing).
- 2.1.9 Conduct new Multidisciplinary Evaluation Team meetings (METs) for review of existing data for all current special education students. Coordinate date and time of meetings with MCSO Education Administration to ensure attendance of MCSO District Representative at meetings.
- 2.1.10 Request and follow formal evaluation assessments (additional data), as needed.
- 2.1.11 Conduct Multidisciplinary Evaluation Team meetings for review of additional data, as needed, for appropriate eligibility assurance. Coordinate date and time of meetings with MCSO Education Administration to ensure attendance of MCSO District Representative at meetings

- 2.1.12 Develop revised/new compliant Individual Education Programs (IEPs), according to Least Restrictive Environment to assure all students with disabilities are receiving Free and Appropriate Education (FAPE).
- 2.1.13 Schedule and meet monthly with MCSO Education Administrative team and ESS Specialist – AZ Department of Education.
- 2.1.14 Schedule, conduct and document meetings utilizing one of the following plans:
  - 2.1.14.1 Face to face meetings with all required attendees;
  - 2.1.14.2 Face to face meetings with all able attendees (with required excusal form);
  - 2.1.14.3 Phone/electronic meetings when necessary for participation.
- 2.1.15 Assist with ADE compliance monitoring, to ensure MCSO is in compliance with all Federal and State requirements and mandates.
- 2.1.16 Ensure staff, at appropriate level, are informed and trained on any changes or revisions to laws (at Federal or State/ADE level) relating to SPED.
- 2.1.17 Organize and maintain special education files in ADE-recommended 6 Section File Format, including ASE-provided Student File Compliance Forms.
- 2.1.18 Utilize IEP Pro.
- 2.1.19 Review all incoming files and assure prompt attention to special education-eligible students for compliance and service purposes. This should be done within five (5) days of receipt.
- 2.1.20 Attend all related Special Education meetings, to include SMRC (Special Management Review Committee) and meetings with attorneys.
- 2.2 Compliance Coordinator or SPED Director to provide monthly compliance report to Education Section Administrator.
- 2.3 **ENGLISH LANGUAGE LEARNER AND SECTION 504:**
  - 2.3.1 Provide consultation services for Section 504 Accommodation Plans.
  - 2.3.2 Provide English Language Learner (ELL) testing, scoring, reporting; write Individual Language Learner Plans (ILLPs); provide teacher training and support.
  - 2.3.3 Ensure staff, at appropriate level, is informed and trained on any changes or revisions to laws (at Federal or State/ADE level) relating to ELL and 504.
- 2.4 Contractor will ensure all staff identified as having the potential of working with MCSO, upon award of contract, receives the required security clearance.
- 2.5 The Contractor Compliance Coordinator and/or Administrative Representative will attend the weekly Student Services Meeting in order to provide a Special Education Services update.
- 2.6 The Director/owner of CONTRACTOR will meet at least quarterly with the Principal of Education in order see if expectations of the Procurement Contract are being met by both the MCSO and Contractor
- 2.7 A monthly report will be submitted to the Principal of the Education Section no later than the last business day of each month. The report will contain updated information for Special Education Services, ELL services and 504 services. The following information will be included in the report.

- 2.7.1 SPED services
  - a. Total number of SPED students
  - b. Total number of SPED files
  - c. Total number of SPED files in compliance
  - d. Total number of files out of compliance along with timeline for bringing these into compliance
  - e. eIEP Pro update regarding input of student information
  - f. Services breakdown
    - i. Academic student support
    - ii. Speech Language services
    - iii. Reports from other related service providers ( Occupational Therapist, Physical Therapist
    - iv. Psychoeducational evaluations completed
    - v. MET meetings held along with results
    - vi. IEP meetings held along with results
    - vii. 45 day screening update
  - g. Compensatory student services update and status
- 2.7.2 ELL Services
  - a. Total number of ELL students
  - b. Breakdown of each student's status in program (Proficient etc.)
  - c. Total number of students with ILLP's
  - d. Update on services provided (testing, scoring, reporting)
  - e. Staff training and support
- 2.7.3 504 Services
  - a. Total number of students with 504 plans
  - b. Reviews scheduled and consultation provided
  - c. Staff trainings and support

### 3.0 **PROCUREMENT REQUIREMENTS:**

#### 3.1 **CONTRACTOR EMPLOYEE MANAGEMENT:**

- 3.1.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.1.2 Contractor **shall not** reassign any provided personnel without the express consent of the County.
- 3.1.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.1.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part 1.8.1 of this section.

3.2 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County.

**Contractor Scope of Services:**

In addition to the services detailed above, Contractor shall maintain personnel that meet or exceed the following qualifications and requirements for the term of the Contract:

**QUALIFICATIONS COMPLIANCE CHECKLIST**

**MANDATORY QUALIFICATIONS FOR SPEECH-LANGUAGE PATHOLOGY**

		COMPLY
1	Must be an Arizona Department of Education Certified Speech Therapist and/or licensed by the Department of Health Services.	Yes
2	Possess a degree in Speech-Language Pathology.	Yes
3	Possess current fingerprint card or must have the ability to provide fingerprint clearance card prior to starting services.	Yes
4	Proof of malpractice insurance.	Yes
5	Proof of Worker's compensation insurance OR be willing to file appropriate waiver with the state compensation fund.	Yes
6	Advanced knowledge of the principles and practices of school-based speech and language pathology and familiar with the code of ethics of the profession.	Yes
7	Provide Screenings.	Yes
8	Provide Diagnostic/Evaluations.	Yes
9	Provide Direct/Indirect Therapy Services.	Yes
10	Provide consultations including IEP meetings, formal/informal meetings with staff and parents.	Yes
11	Maintain records in compliance with Arizona Department of Education rules.	Yes

**MANDATORY QUALIFICATIONS FOR OCCUPATIONAL THERAPIST  
AND/OR OCCUPATIONAL THERAPY ASSISTANT**

		COMPLY
1	Occupational Therapist - Must possess a degree in Occupational Therapy and registered by the appropriate State agency.	Yes
2	Occupational Therapy Assistant – Must be a Certified Occupational Therapy Assistant (COTA) with a two year degree and must be certified by the State.	Yes
3	Possess current fingerprint card or must have the ability to provide fingerprint clearance card prior to starting services.	Yes
4	Proof of malpractice insurance.	Yes
5	Proof of Worker's compensation insurance OR be willing to file appropriate waiver with the state compensation fund.	Yes
6	Advanced knowledge of the principles and practices of school-based occupational therapy and familiar with the code of ethics of the profession.	Yes
7	Provide Screenings.	Yes
8	Provide Diagnostic/Evaluations.	Yes
9	Provide Direct/Indirect Therapy Services.	Yes
10	Provide consultations including IEP meetings, formal/informal meetings with staff and	Yes

	parents.	
11	Maintain records in compliance with Arizona Department of Education rules.	Yes

**MANDATORY QUALIFICATIONS PHYSICAL THERAPIST OR PHYSICAL THERAPY ASSISTANT**

		<b>COMPLY</b>
1	Physical therapist - Must possess a degree in Physical Therapy and registered by the appropriate State agency.	Yes
2	Physical Therapy Assistant – Must be a Licensed Physical Therapy Assistant (PTA) with a two year degree and certified by the State.	Yes
3	Possess current fingerprint card or must have the ability to provide fingerprint clearance card prior to starting services.	Yes
4	Proof of malpractice insurance.	Yes
5	Proof of Worker’s compensation insurance OR be willing to file appropriate waiver with the state compensation fund.	Yes
6	Advanced knowledge of the principles and practices of school-based speech and language pathology and familiar with the code of ethics of the profession.	Yes
7	Provide Screenings.	Yes
8	Provide Diagnostic/Evaluations.	Yes
9	Provide Direct/Indirect Therapy Services.	Yes
10	Provide consultations including IEP meetings, formal/informal meetings with staff and parents.	Yes
11	Maintain records in compliance with Arizona Department of Education rules.	Yes

**MANDATORY QUALIFICATIONS FOR BEHAVIOR ANALYST**

		<b>COMPLY</b>
1	Must be a Board Certified Behavior Analyst registered by the appropriate State agency.	Yes
2	Possess a degree or certification in Applied Behavior Analysis.	Yes
3	Possess current fingerprint card or must have the ability to provide fingerprint clearance card prior to starting services.	Yes
4	Proof of malpractice insurance.	Yes
5	Proof of Worker’s compensation insurance OR be willing to file appropriate waiver with the state compensation fund.	Yes
6	Advanced knowledge of the principles and practices Applied Behavior Analysis including general behavioral assessment, goal and program development and Ethical Standards in Behavior Analysis.	Yes
7	Effective written and verbal communication skills with individuals and groups at all professional levels.	Yes
8	Provide Observations and feedback.	Yes
9	Provide Diagnostic/Evaluations.	Yes
10	Provide Direct/Indirect training.	Yes
11	Conduct assessments including parent interviews and direct assessments with individuals as part of functional behavior assessment (FBA).	Yes
12	Develop, create and provide training and supports to implement Positive Behavior Intervention Plan (PBIP).	Yes
11	Provide consultations including IEP meetings, formal/informal meetings with staff and parents.	Yes
12	Maintain records in compliance with Arizona Department of Education rules.	Yes

**MANDATORY QUALIFICATIONS FOR SCHOOL PSYCHOLOGIST**

		COMPLY
1	Must be an Arizona licensed or certified School Psychologist.	Yes
2	Possess a degree in Psychology.	Yes
3	Possess current fingerprint card or must have the ability to provide fingerprint clearance card prior to starting services.	Yes
4	Proof of malpractice insurance.	Yes
5	Proof of Worker's compensation insurance OR be willing to file appropriate waiver with the state compensation fund.	Yes
6	Advanced knowledge of the principles and practices of school-based psychology and familiar with the code of ethics of the profession.	Yes
7	Provide Screenings.	Yes
8	Provide Diagnostic/Evaluations.	Yes
9	Provide Direct/Indirect Therapy Services.	Yes
10	Provide consultations including IEP meetings, formal/informal meetings with staff and parents.	Yes
11	Maintain records in compliance with Arizona Department of Education rules.	Yes



**STEPS – SERVING THE, EXCEPTIONAL POPULATION, 131 EAST SECRETARIAT DRIVE, TEMPE,  
AZ 85284**

PRICING SHEET: NIGP CODE 92474

Terms: NET 30

Vendor Number: 2011006158 0

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2017.**